Mercedes-Benz

Star Diagnosis Purchase Information for the Independent Service Provider

Mercedes-Benz

Star Diagnosis Purchase Information for the Independent Service Provider

This document will assist you:

- Deciding which Star Diagnosis unit best serves your needs
- How to order
- How to fill out the required paperwork

Contained within this document, you will find:

- How to find the Compact 4 and HMS 990 USB brochures
- Hardware Order form
- Equipment Purchase Agreement
- Star Diagnosis System License Agreement

Where to mail your completed paperwork

•Once you have decided which Star Diagnosis unit best serves your needs, fill out the order form, the Equipment Purchase Agreement and the Star Diagnosis System License Agreement. Mail the completed order form and Agreements (including Attachment A and B) along with certified funds (money order or a bank check) via FedEx / UPS / DHL or Certified Canada Post delivery.

•All orders for Star Diagnosis equipment must include sales tax relevant to your location.

Mail to:
Mercedes-Benz Canada Inc.
98 Vanderhoof Ave.
Toronto, Ontario
M4G 4C9
Attention: Technical Literature Dept.
Confidential

Ordering Process

Once your order is received here at Mercedes-Benz Canada (MBC) and has been placed by us to Germany, you will receive (1) a letter of confirmation, (2) a signed copy of the Equipment Purchase Agreement and, (3) a signed copy of the Star Diagnosis System License Agreement for your records.

Star Diagnosis systems are built to order and build times normally run between 60-90 days. Once built, Mercedes-Benz Canada will receive your shipment form Germany, update it with the latest software, load the license keys and then ship it to you. All purchases are shipped with a user manual.

Ordering Process

When you receive your Star Diagnosis system you'll then receive mailing software updates for a three year period. Diagnostic (DAS) software updates are shipped every second month (Jan, Mar, May, July, Sept and Nov). WIS updates are shipped every month, except December. After the three year period expires you can renew your software subscription, as indicated in the Star Diagnosis System License Agreement, if you choose. However, if you choose not to **re**-subscribe to the software, the DAS will expire within 90 days of the last installation.

Software Updates

•As explained in the previous slide, diagnostic software will expire after 90 days of being installed.

•Should you decide you no longer wish to subscribe to further software updates, let MBC know within 90 days of your subscription expiring and we can order from Germany a CD that will 'lock' your diagnostic software at the last installed date.

•Should you decide at a later date that you wish to subscribe to the software again though, please note that before new software is capable of being installed you must return your Star Diagnosis system to Germany to allow the unit to be 'unlocked' to accept the new software. This process is done at the system owner's expense and will include all labour, shipping and parts as needed.

Support

•All Star Diagnosis systems have a three (3) year warranty. Should a hardware/software issue arise during the warranty period there is a Star Diagnosis Support Desk (located in Germany) that can be reached by :

E-mail: stardiagnosis.support@daimler.com

English speaking agent: 011-49-1805-22-33-32

French speaking agent: 011-49-1805-22-33-30

Hours of operation:
English: Mon – Sat, 24 hours
French: Mon – Fri, 7 am to 10 pm; Sat, 7 am to 2 pm (Stuttgart time)

•The help desk will resolve your problem over the phone or, will arrange for your unit to be repaired.

•All cables and batteries are considered consumable and are **not** covered under warranty.

Information brochures for the

- Compact [4]
- Measurement Technology HMS 990 USB

can be viewed from our website.

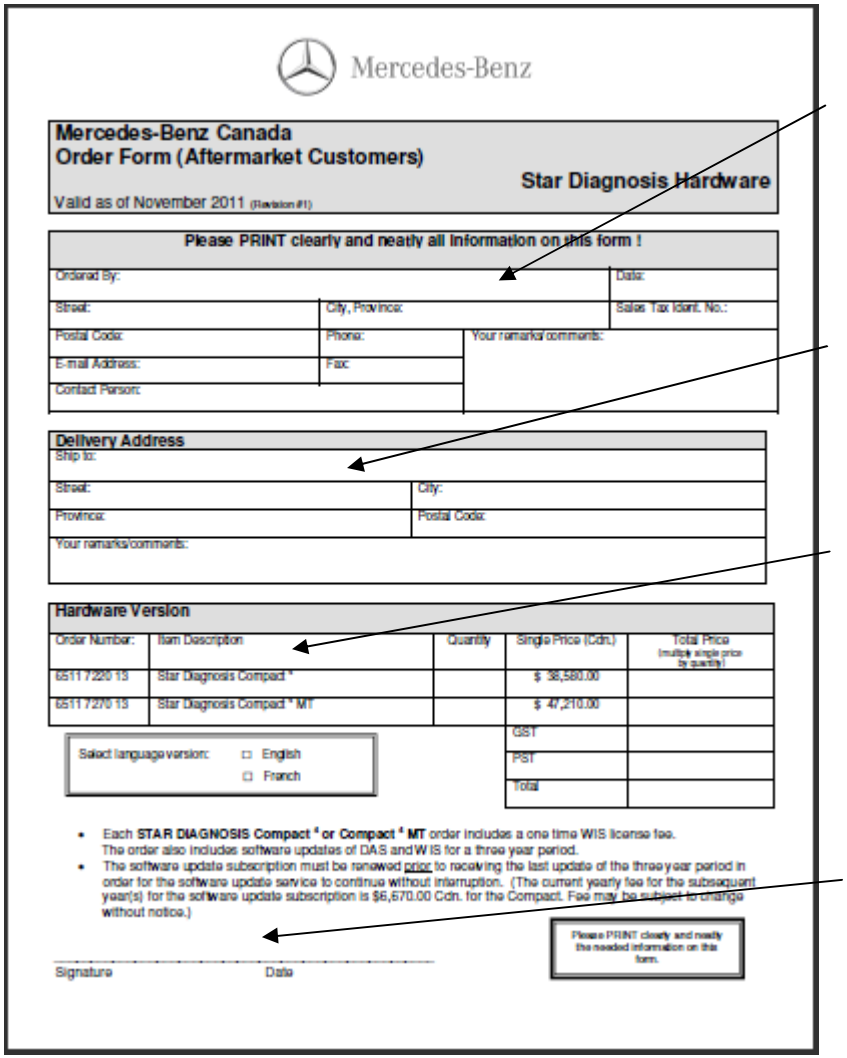
Instructions for filling out the Order Form, Equipment Purchase Agreement & Star Diagnosis System License Agreement

•Please be sure to completely fill out the order form and Agreements as shown in the following pages.

•Please pay special attention to pages 1 & 4 of the Equipment Purchase Agreement and pages 1 & 5 of the Star Diagnosis System License Agreement. Be sure to completely fill in the needed information. All pages of the Agreements (including the Attachments) must be sent in with your order.

•The next few pages of this document will give you specific instructions as to how to fill out the order form and the Agreements.

Filling out the Star Diagnosis Hardware Order Form



Mercedes-Benz

Mercedes-Benz Canada
Order Form (Aftermarket Customers)
Star Diagnosis Hardware
Valid as of November 2011 (Revision #1)

Please PRINT clearly and neatly all information on this form !

Ordered By:		Date:
Street:	City, Province:	Sales Tax Ident. No.:
Postal Code:	Phone:	Your remarks/comments:
E-mail Address:	Fax:	
Contact Person:		

Delivery Address

Ship to:	
Street:	City:
Province:	Postal Code:
Your remarks/comments:	

Hardware Version

Order Number:	Item Description	Quantity	Single Price (Cdn.)	Total Price (multiply single price by quantity)
6511 7220 13	Star Diagnosis Compact *		$ 38,580.00	
6511 7270 13	Star Diagnosis Compact * MT		$ 47,210.00	
			GST	
			PST	
			Total	

Select language version: ☐ English ☐ French

- Each **STAR DIAGNOSIS Compact * or Compact * MT** order includes a one time WIS license fee. The order also includes software updates of DAS and WIS for a three year period.
- The software update subscription must be renewed prior to receiving the last update of the three year period in order for the software update service to continue without interruption. (The current yearly fee for the subsequent year(s) for the software update subscription is $6,670.00 Cdn. for the Compact. Fee may be subject to change without notice.)

Please PRINT clearly and neatly the needed information on this form.

Signature Date

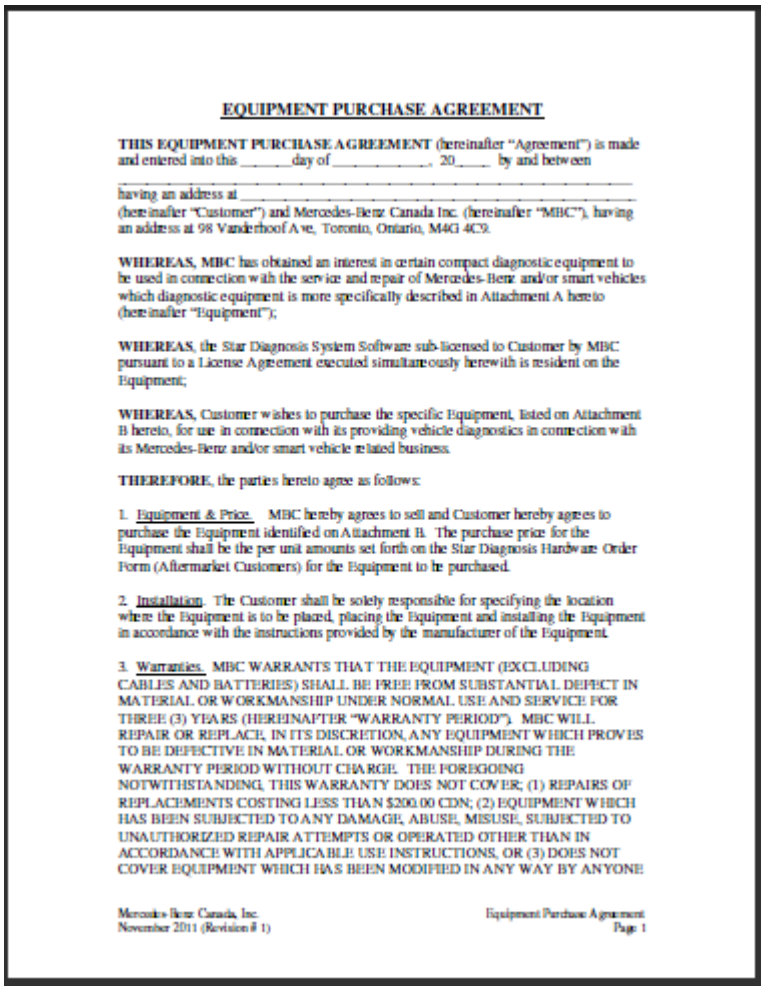
Your data: Fill in your name or company name, address, phone & fax numbers, e-mail address and contact person.

Delivery Address: Fill this in if you wish to have your unit shipped to another address.

Hardware Version: Indicate your equipment selection & quantity. Make sure to indicate total price, tax (which is calculated from the province where the order is placed from) and total. *Select language version.*

Signature and date: Sign and date where indicated at the bottom of the order form.

Filling out Equipment Purchase Agreement



EQUIPMENT PURCHASE AGREEMENT

THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter "Agreement") is made and entered into this _____day of _____, 20____ by and between

_____
having an address at _____
(hereinafter "Customer") and Mercedes-Benz Canada Inc. (hereinafter "MBC"), having an address at 98 Vanderhoof Ave, Toronto, Ontario, M4G 4C9.

WHEREAS, MBC has obtained an interest in certain compact diagnostic equipment to be used in connection with the service and repair of Mercedes-Benz and/or smart vehicles which diagnostic equipment is more specifically described in Attachment A hereto (hereinafter "Equipment");

WHEREAS, the Star Diagnosis System Software sub-licensed to Customer by MBC pursuant to a License Agreement executed simultaneously herewith is resident on the Equipment;

WHEREAS, Customer wishes to purchase the specific Equipment, listed on Attachment B hereto, for use in connection with its providing vehicle diagnostics in connection with its Mercedes-Benz and/or smart vehicle related business.

THEREFORE, the parties hereto agree as follows:

1. Equipment & Price. MBC hereby agrees to sell and Customer hereby agrees to purchase the Equipment identified on Attachment B. The purchase price for the Equipment shall be the per unit amounts set forth on the Star Diagnosis Hardware Order Form (Aftermarket Customers) for the Equipment to be purchased.

2. Installation. The Customer shall be solely responsible for specifying the location where the Equipment is to be placed, placing the Equipment and installing the Equipment in accordance with the instructions provided by the manufacturer of the Equipment.

3. Warranties. MBC WARRANTS THAT THE EQUIPMENT (EXCLUDING CABLES AND BATTERIES) SHALL BE FREE FROM SUBSTANTIAL DEFECT IN MATERIAL OR WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR THREE (3) YEARS (HEREINAFTER "WARRANTY PERIOD"). MBC WILL REPAIR OR REPLACE, IN ITS DISCRETION, ANY EQUIPMENT WHICH PROVES TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD WITHOUT CHARGE. THE FOREGOING NOTWITHSTANDING, THIS WARRANTY DOES NOT COVER; (1) REPAIRS OF REPLACEMENTS COSTING LESS THAN $200.00 CDN; (2) EQUIPMENT WHICH HAS BEEN SUBJECTED TO ANY DAMAGE, ABUSE, MISUSE, SUBJECTED TO UNAUTHORIZED REPAIR ATTEMPTS OR OPERATED OTHER THAN IN ACCORDANCE WITH APPLICABLE USE INSTRUCTIONS, OR (3) DOES NOT COVER EQUIPMENT WHICH HAS BEEN MODIFIED IN ANY WAY BY ANYONE

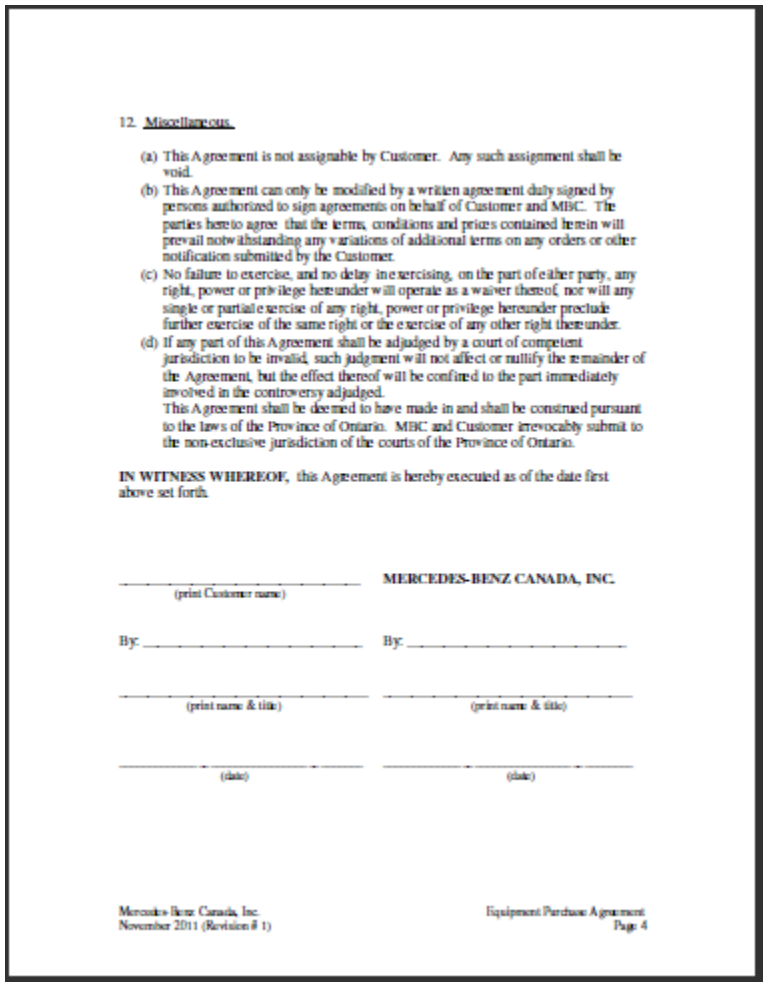
Mercedes-Benz Canada, Inc.
November 2011 (Revision # 1)

Equipment Purchase Agreement
Page 1

Filling out page one (1) of the EQUIPMENT PURCHASE AGREEMENT

Please print the date and your company's name where indicated.

Filling out the Equipment Purchase Agreement



12. Miscellaneous.

(a) This Agreement is not assignable by Customer. Any such assignment shall be void.

(b) This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and MBC. The parties hereto agree that the terms, conditions and prices contained herein will prevail notwithstanding any variations of additional terms on any orders or other notification submitted by the Customer.

(c) No failure to exercise, and no delay in exercising, on the part of either party, any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right or the exercise of any other right thereunder.

(d) If any part of this Agreement shall be adjudged by a court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Agreement, but the effect thereof will be confined to the part immediately involved in the controversy adjudged.

This Agreement shall be deemed to have made in and shall be construed pursuant to the laws of the Province of Ontario. MBC and Customer irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

_____ **MERCEDES-BENZ CANADA, INC.**
(print Customer name)

By: _____ By: _____

_____ _____
(print name & title) (print name & title)

_____ _____
(date) (date)

Mercedes-Benz Canada, Inc.
November 2011 (Revision # 1)

Equipment Purchase Agreement
Page 4

Filling out page four (4) of the EQUIPMENT PURCHASE AGREEMENT

Print customer name: Print your name or your company name here

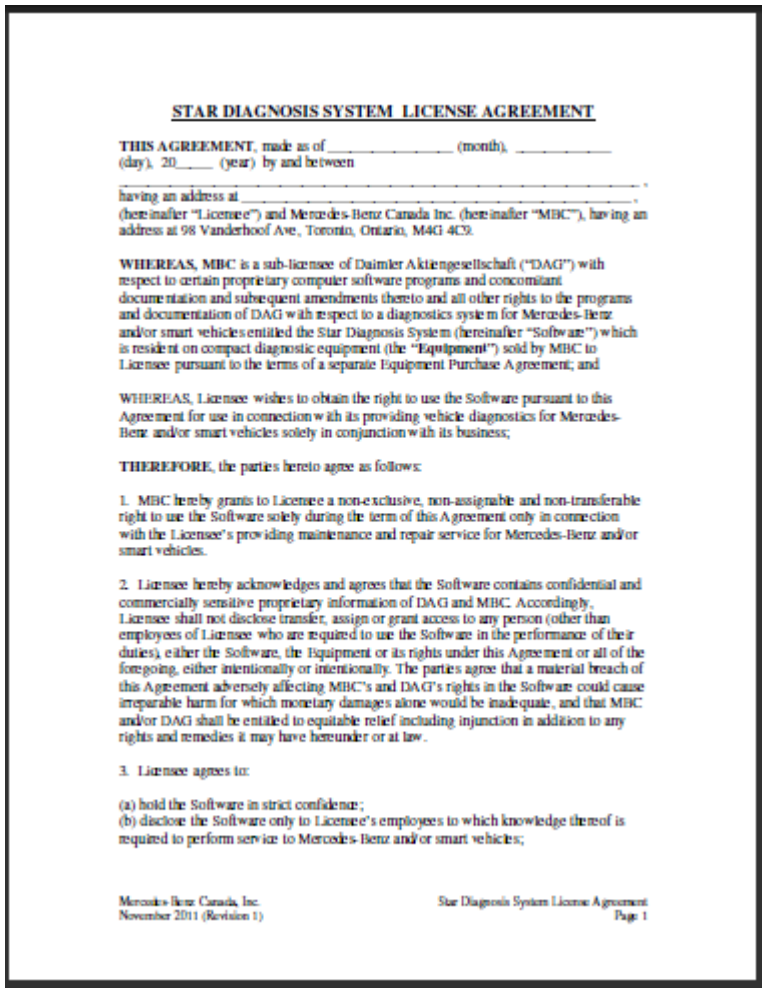
By: Please sign your name here

Print name and title: Print your name and title here

Date: Please print the date here

Mercedes-Benz Canada Inc.: Leave the area under this heading blank

Filling out the Star Diagnosis System License Agreement



STAR DIAGNOSIS SYSTEM LICENSE AGREEMENT

THIS AGREEMENT, made as of _____ (month), _____ (day), 20_____ (year) by and between

_____,
having an address at _____,
(hereinafter "Licensee") and Mercedes-Benz Canada Inc. (hereinafter "MBC"), having an address at 98 Vanderhoof Ave., Toronto, Ontario, M4G 4C9.

WHEREAS, MBC is a sub-licensee of Daimler Aktiengesellschaft ("DAG") with respect to certain proprietary computer software programs and concomitant documentation and subsequent amendments thereto and all other rights to the programs and documentation of DAG with respect to a diagnostics system for Mercedes-Benz and/or smart vehicles entitled the Star Diagnosis System (hereinafter "Software") which is resident on compact diagnostic equipment (the "**Equipment**") sold by MBC to Licensee pursuant to the terms of a separate Equipment Purchase Agreement; and

WHEREAS, Licensee wishes to obtain the right to use the Software pursuant to this Agreement for use in connection with its providing vehicle diagnostics for Mercedes-Benz and/or smart vehicles solely in conjunction with its business;

THEREFORE, the parties hereto agree as follows:

1. MBC hereby grants to Licensee a non-exclusive, non-assignable and non-transferable right to use the Software solely during the term of this Agreement only in connection with the Licensee's providing maintenance and repair service for Mercedes-Benz and/or smart vehicles.

2. Licensee hereby acknowledges and agrees that the Software contains confidential and commercially sensitive proprietary information of DAG and MBC. Accordingly, Licensee shall not disclose transfer, assign or grant access to any person (other than employees of Licensee who are required to use the Software in the performance of their duties), either the Software, the Equipment or its rights under this Agreement or all of the foregoing, either intentionally or intentionally. The parties agree that a material breach of this Agreement adversely affecting MBC's and DAG's rights in the Software could cause irreparable harm for which monetary damages alone would be inadequate, and that MBC and/or DAG shall be entitled to equitable relief including injunction in addition to any rights and remedies it may have hereunder or at law.

3. Licensee agrees to:

(a) hold the Software in strict confidence;
(b) disclose the Software only to Licensee's employees to which knowledge thereof is required to perform service to Mercedes-Benz and/or smart vehicles;

Mercedes-Benz Canada, Inc.
November 2011 (Revision 1)

Star Diagnosis System License Agreement
Page 1

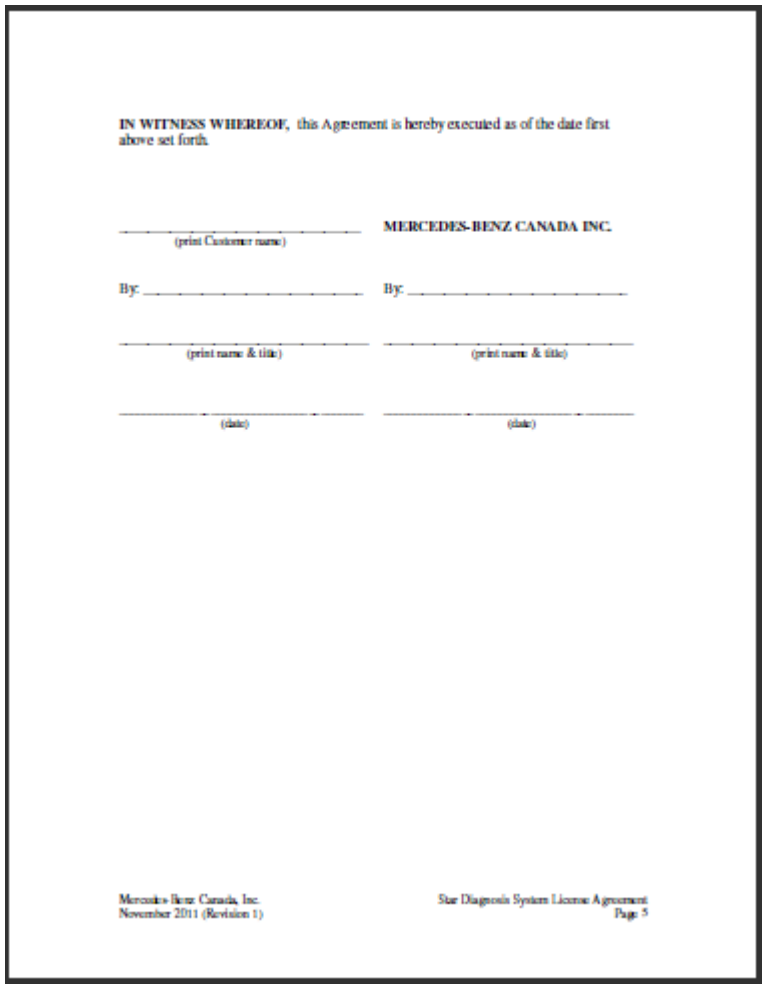
Filling out page one (1) of the LICENSE AGREEMENT

- Please print month and date

- Please print your name or company name

- Please print your address

Filling out the Star Diagnosis System License Agreement



IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

_____ **MERCEDES-BENZ CANADA INC.**
(print Customer name)

By: _____ By: _____

_____ _____
(print name & title) (print name & title)

_____ _____
(date) (date)

Mercedes-Benz Canada, Inc.
November 2011 (Revision 1)

Star Diagnosis System License Agreement
Page 5

Filling out page five (5) of the LICENSE AGREEMENT

- Please print the date in two places where indicated

-Please print your name or company name on the line to the left of Mercedes-Benz Canada Inc.

By: Please sign your name here

Print name & title: Print your name and title here

Mercedes-Benz Canada Inc.: Leave the area under this heading blank

Shipment of order forms

Mail the completed order form, Equipment Purchase Agreement and Star Diagnosis System License Agreements (including Attachments) with certified funds (do not forget to include sales tax relevant to your location) via FedEX / UPS / DHL or Certified Canada Post delivery to:

Mercedes-Benz Canada, Inc.
98 Vanderhoof Ave.
Toronto, Ontario
M4G 4C9
Attention: Technical Literature Dept.
CONFIDENTIAL

Questions ?

Please contact the Mercedes-Benz Technical Literature Department:

(416) 847-7432

Mercedes-Benz

Mercedes-Benz Canada
Order Form (Aftermarket Customers)

Star Diagnosis Hardware

Valid as of November 2011 (Revision #1)

Please PRINT clearly and neatly all information on this form !

Ordered By:			Date:
Street:	City, Province:		Sales Tax Ident. No.:
Postal Code:	Phone:	Your remarks/comments:	
E-mail Address:	Fax:		
Contact Person:			

Delivery Address

Ship to:	
Street:	City:
Province:	Postal Code:
Your remarks/comments:	

Hardware Version

Order Number:	Item Description	Quantity	Single Price (Cdn.)	Total Price (multiply single price by quantity)
6511 7220 13	Star Diagnosis Compact [4]		$ 38,580.00	
6511 7270 13	Star Diagnosis Compact [4] MT		$ 47,210.00	
			GST	
			PST	
			Total	

Select language version: ☐ English ☐ French

- Each **STAR DIAGNOSIS Compact [4] or Compact [4] MT** order includes a one time WIS license fee. The order also includes software updates of DAS and WIS for a three year period.
- The software update subscription must be renewed prior to receiving the last update of the three year period in order for the software update service to continue without interruption. (The current yearly fee for the subsequent year(s) for the software update subscription is $6,670.00 Cdn. for the Compact. Fee may be subject to change without notice.)

Please PRINT clearly and neatly the needed information on this form.

_____

Signature Date

EQUIPMENT PURCHASE AGREEMENT

THIS EQUIPMENT PURCHASE AGREEMENT (hereinafter "Agreement") is made and entered into this _____day of _____, 20_____ by and between

_____

having an address at _____
(hereinafter "Customer") and Mercedes-Benz Canada Inc. (hereinafter "MBC"), having an address at 98 Vanderhoof Ave, Toronto, Ontario, M4G 4C9.

WHEREAS, MBC has obtained an interest in certain compact diagnostic equipment to be used in connection with the service and repair of Mercedes-Benz and/or smart vehicles which diagnostic equipment is more specifically described in Attachment A hereto (hereinafter "Equipment");

WHEREAS, the Star Diagnosis System Software sub-licensed to Customer by MBC pursuant to a License Agreement executed simultaneously herewith is resident on the Equipment;

WHEREAS, Customer wishes to purchase the specific Equipment, listed on Attachment B hereto, for use in connection with its providing vehicle diagnostics in connection with its Mercedes-Benz and/or smart vehicle related business.

THEREFORE, the parties hereto agree as follows:

1. Equipment & Price. MBC hereby agrees to sell and Customer hereby agrees to purchase the Equipment identified on Attachment B. The purchase price for the Equipment shall be the per unit amounts set forth on the Star Diagnosis Hardware Order Form (Aftermarket Customers) for the Equipment to be purchased.

2. Installation. The Customer shall be solely responsible for specifying the location where the Equipment is to be placed, placing the Equipment and installing the Equipment in accordance with the instructions provided by the manufacturer of the Equipment.

3. Warranties. MBC WARRANTS THAT THE EQUIPMENT (EXCLUDING CABLES AND BATTERIES) SHALL BE FREE FROM SUBSTANTIAL DEFECT IN MATERIAL OR WORKMANSHIP UNDER NORMAL USE AND SERVICE FOR THREE (3) YEARS (HEREINAFTER "WARRANTY PERIOD"). MBC WILL REPAIR OR REPLACE, IN ITS DISCRETION, ANY EQUIPMENT WHICH PROVES TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD WITHOUT CHARGE. THE FOREGOING NOTWITHSTANDING, THIS WARRANTY DOES NOT COVER; (1) REPAIRS OF REPLACEMENTS COSTING LESS THAN $200.00 CDN; (2) EQUIPMENT WHICH HAS BEEN SUBJECTED TO ANY DAMAGE, ABUSE, MISUSE, SUBJECTED TO UNAUTHORIZED REPAIR ATTEMPTS OR OPERATED OTHER THAN IN ACCORDANCE WITH APPLICABLE USE INSTRUCTIONS, OR (3) DOES NOT COVER EQUIPMENT WHICH HAS BEEN MODIFIED IN ANY WAY BY ANYONE

OTHER THAN MBC OR ITS AUTHORIZED REPRESENTATIVES. THE REPRESENTATIONS AND WARRANTIES OF MBC SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE EQUIPMENT, IF ANY, ARE IN LIEU OF ALL OTHER REPRESENTATIONS WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY ON BEHALF OF MBC OR ANY OF ITS PARENT, AFFILIATE AND SUBSIDIARY ENTITIES OR THE EQUIPMENT MANUFACTURER INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO THE EQUIPMENT AND SAID OTHER REPRESENTATIONS WARRANTIES AND CONDITIONS ARE HEREBY DISCLAIMED.

4. Maintenance. Customer shall be responsible for acquiring any maintenance or repair for the Equipment. Except for the warranty repair work stated in Section 3 of this Agreement, MBC shall not supply or make available any maintenance or repair service for the Equipment.

5. Payment. Unless otherwise agreed in writing, payment of the Equipment shall be received by MBC prior to the delivery.

6. Taxes. Prices are exclusive of all applicable federal, provincial, municipal or other political subdivision excise, sales, use, property, occupational or like taxes now in force or enacted in the future, and are therefore subject to an increase equal to any such taxes MBC may be required to collect or pay upon sale or delivery of the Equipment.

7. Terms of Shipment.

(a) All Equipment will be shipped to the Customer FOB, the manufacturer's facility or MBC's facility, as applicable. In the absence of specific instructions, the manufacturer or MBC will select the carrier, but the carrier will not be construed to be an agent of the manufacturer or MBC.
(b) MBC reserves the right to make partial shipments.

8. Security Interest. Customer hereby grants to MBC, a security interest in the Equipment including the proceeds (including insurance proceeds) thereof, and in all accounts and general intangibles arising from the sale, lease or other disposition of any of the foregoing. Upon the request of MBC, Customer shall execute any documents or instruments which may be necessary or appropriate to confirm, to record or to give notice of the interest of MBC in the Equipment, including, but not limited to, financing statements under the applicable Personal Property Security Act (PPSA) in the province where the Customer is situated. MBC shall have all of the rights and remedies of a secured party under the PPSA and any other applicable law. The Customer authorizes MBC to file financing statements under the PPSA covering the Equipment without signature of the Customer.

9. Termination. MBC shall have the right, at its sole option, to terminate this Agreement in the event of the occurrence of any one of the following is not remedied within thirty (30) days of receipt by the customer of notice thereof:

(a) Customer has not made financial arrangements for the purchase of the Equipment satisfactory to MBC;
(b) Customer neglects or fails to perform or observe any of its obligations hereunder; or
(c) If any assignment is made of Customer's business for the benefit of creditors, a petition in bankruptcy is filed by or against Customer, a receiver, trustee in bankruptcy of similar officer is appointed to take charge of all or part of its property, if Customer is adjudicated a bankrupt or if the Customer seeks protection under the Companies' Creditors Arrangement Act R.S., 1985, c. C-36.

10. Limitation of Remedies.

(A) THE SOLE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES TO CUSTOMER FOR MBC'S LIABILITY OF ANY KIND WITH RESPECT TO THE EQUIPMENT PROVIDED HEREUNDER AND ANY OTHER PERFORMANCE BY MBC UNDER OR PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE REMEDIES PROVIDED IN SECTION 3 OF THIS AGREEMENT. IN NO EVENT SHALL MBC'S LIABILITY TO THE CUSTOMER FOR DAMAGES OF ANY NATURE EXCEED THE TOTAL PURCHASE PRICE FOR THE EQUIPMENT IF THE LIABILITY RESULTS THEREFROM.

(B) THE CUSTOMER AGREES THAT MBC SHALL NOT BE LIABLE FOR ANY SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA EVEN IF MBC SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

(C) THE CUSTOMER AGREES THAT MBC WILL NOT HAVE ANY RESPONSIBILITY FOR ANY EQUIPMENT OR SERVICE OR PARTS THEREFOR PROVIDED BY ANY PERSON OR ENTITY THAN MBC.

11. Notices. Unless otherwise provided in this Agreement, any notice required or permitted hereunder to the parties hereto will be deemed to have been duly given if in writing and delivered personally or mailed by First Class, Registered or Certified Mail, postage prepaid; if to Customer, addressed to Customer at the address set forth above, and if to MBC, at the address set forth above, or such other address hereinafter specified in writing by MBC or Customer.

12. Miscellaneous.

(a) This Agreement is not assignable by Customer. Any such assignment shall be void.
(b) This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of Customer and MBC. The parties hereto agree that the terms, conditions and prices contained herein will prevail notwithstanding any variations of additional terms on any orders or other notification submitted by the Customer.
(c) No failure to exercise, and no delay in exercising, on the part of either party, any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right or the exercise of any other right thereunder.
(d) If any part of this Agreement shall be adjudged by a court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Agreement, but the effect thereof will be confined to the part immediately involved in the controversy adjudged.
This Agreement shall be deemed to have made in and shall be construed pursuant to the laws of the Province of Ontario. MBC and Customer irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

_____	**MERCEDES-BENZ CANADA, INC.**
(print Customer name)	
By: _____	By: _____
_____	_____
(print name & title)	(print name & title)
_____	_____
(date)	(date)

ATTACHMENT A
(Revised Nov. 2011)

EQUIPMENT DESCRIPTIONS AND PURCHASE PRICE

- Compact ^{4} / Compact ^{4} MT
- Diagnostic multiplexer (CAESAR)
- ThinkPad to multiplexer connecting cable (5 m)
- Multiplexer to vehicle connecting cable (4-pin)
- Multiplexer to vehicle connecting cable (14-pin)
- Multiplexer to vehicle connecting cable (16-pin)
- Multiplexer to vehicle connecting cable (38-pin)
- WIS DVD set
- DAS/HHT.WIN DVD
- Complete cabling between vehicle and hardware components, for passenger cars
- Operating system Windows XP
- License for DAS, HHT.WIN
  - DAS, HHT.WIN software maintenance
  - DAS, HHT.WIN data updates
- License for WIS
  - WIS software maintenance
  - WIS data updates
- Star Utilities

ATTACHMENT B
Revision #1 (Nov 2011)

EQUIPMENT PURCHASED

In accordance with the terms and conditions of the attached Equipment Purchase Agreement, Customer hereby purchases from MBC, the following equipment:

EQUIPMENT	*ORDER #*	*DATE OF DELIVERY*
1 Star Diagnosis Compact ^{4} ☐		
Compact ^{4} MT ☐		

STAR DIAGNOSIS SYSTEM LICENSE AGREEMENT

THIS AGREEMENT, made as of _____ (month), _____ (day), 20_____ (year) by and between

_____ ,
having an address at _____ ,
(hereinafter "Licensee") and Mercedes-Benz Canada Inc. (hereinafter "MBC"), having an address at 98 Vanderhoof Ave, Toronto, Ontario, M4G 4C9.

WHEREAS, MBC is a sub-licensee of Daimler Aktiengesellschaft ("DAG") with respect to certain proprietary computer software programs and concomitant documentation and subsequent amendments thereto and all other rights to the programs and documentation of DAG with respect to a diagnostics system for Mercedes-Benz and/or smart vehicles entitled the Star Diagnosis System (hereinafter "Software") which is resident on compact diagnostic equipment (the "**Equipment**") sold by MBC to Licensee pursuant to the terms of a separate Equipment Purchase Agreement; and

WHEREAS, Licensee wishes to obtain the right to use the Software pursuant to this Agreement for use in connection with its providing vehicle diagnostics for Mercedes-Benz and/or smart vehicles solely in conjunction with its business;

THEREFORE, the parties hereto agree as follows:

1. MBC hereby grants to Licensee a non-exclusive, non-assignable and non-transferable right to use the Software solely during the term of this Agreement only in connection with the Licensee's providing maintenance and repair service for Mercedes-Benz and/or smart vehicles.

2. Licensee hereby acknowledges and agrees that the Software contains confidential and commercially sensitive proprietary information of DAG and MBC. Accordingly, Licensee shall not disclose transfer, assign or grant access to any person (other than employees of Licensee who are required to use the Software in the performance of their duties), either the Software, the Equipment or its rights under this Agreement or all of the foregoing, either intentionally or intentionally. The parties agree that a material breach of this Agreement adversely affecting MBC's and DAG's rights in the Software could cause irreparable harm for which monetary damages alone would be inadequate, and that MBC and/or DAG shall be entitled to equitable relief including injunction in addition to any rights and remedies it may have hereunder or at law.

3. Licensee agrees to:

(a) hold the Software in strict confidence;
(b) disclose the Software only to Licensee's employees to which knowledge thereof is required to perform service to Mercedes-Benz and/or smart vehicles;

(c) refrain from and protect the Software from any reverse engineering, decompiling, disassembling or otherwise attempting to reconstruct or discover any secure code, underlying ideas, algorithms, file formats or programming interfaces of the Software or allowing any other party to attempt to do the same to the Software or any components thereof;
(d) refrain from providing, renting, selling, leasing or otherwise transferring the Software to or granting access to the Software to any third party;
(e) refrain from adapting, altering, modifying, translating or creating a derivation work thereof; and
(f) refrain from removing, obliterating or canceling from view any product identification copyright or other notices from Software.

4. This rights and obligations of Licensee and MBC under this Agreement shall commence on the date the Equipment and Software is shipped to Licensee by MBC and continues for three years expiring on the third anniversary of the date the Equipment and Software is shipped to the Licensee (the "Expiration Date"). MBC may from time-to-time during the term of the Agreement offer modifications or enhancements to the Software at additional cost. This Agreement shall continue in effect only so long as Licensee continues to run and make use of the Equipment. This Agreement shall terminate immediately upon the sale, transfer or assignment of the Equipment to any third party or upon Licensee's breach of any term or condition of this Agreement.

5. Licensee agrees to use reasonable commercial efforts to maintain all security and protection incorporated into the Software or provided by MBC for use in connection with the Software and to protect MBC's and DAG's rights in the Software.

6. The license fees payable by Licensee to MBC for the license of the Software during the term of this Agreement were included in the cost of the Equipment, namely a $230.00 fee and the update and content fee of $6,670.00 per year throughout the term of this license. Licensee acknowledges and agrees that the license fee and update and content fee applicable after the Expiration Date, upon a renewal of the term of this Agreement shall be established by MBC in its sole discretion. Licensee shall submit a Software update subscription application to MBC prior to receiving the last scheduled Software update before the Expiration Date in order for the Software update service to continue without interruption. All payments must be in Canadian Dollar currency and are exclusive of any taxes, duties and the like, all of which shall be paid by Licensee.

7. MBC HAS NO CONTROL OF THE CONDITIONS UNDER WHICH LICENSEE USES THE SOFTWARE. THEREFORE, MBC CANNOT AND DOES NOT WARRANT THE RESULTS THAT MAY BE OBTAINED BY ITS USE. HOWEVER, MBC PROVIDES THE FOLLOWING LIMITED PERFORMANCE WARRANTIES:

a. MBC WARRANTS THAT THE MEDIA ON WHICH THE SOFTWARE IS RECORDED IS FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE. MBC WARRANTS THAT THE SOFTWARE ITSELF WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH ITS SPECIFICATIONS.

b. MBC WILL REPLACE ANY MEDIA WHICH PROVES DEFECTIVE IN MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD, WITHOUT CHARGE.

c. MBC WILL EITHER REPLACE OR REPAIR ANY SOFTWARE THAT DOES NOT PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS WITH A CORRECTED COPY OF THE SOFTWARE OR CORRECTIVE CODE OR INSTRUCTIONS AT MBC'S SOLE OPTION.

d. THE ABOVE WARRANTIES ARE MADE FOR THE TERM OF THIS AGREEMENT.

e. IF MBC IS UNABLE TO REPLACE THE DEFECTIVE MEDIA OR IF MBC IS UNABLE TO PROVIDE CORRECTED SOFTWARE WITHIN A REASONABLE TIME, MBC WILL REPLACE THE SOFTWARE WITH A FUNCTIONALLY SIMILAR PROGRAM.

f. MBC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THIS WARRANTY DOES NOT COVER ANY SOFTWARE WHICH HAS BEEN SUBJECTED TO ANY DAMAGE OR ABUSE. THE WARRANTY DOES NOT COVER ANY SOFTWARE WHICH HAS BEEN ALTERED OR CHANGED IN ANY WAY BY ANYONE OTHER THAN MBC OR ITS AUTHORIZED REPRESENTATIVES.

THE REPRESENTATIONS AND WARRANTIES OF MBC SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE SOFTWARE, IF ANY, ARE IN LIEU OF ALL OTHER REPRESENTATIONS WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY ON BEHALF OF MBC OR ANY OF ITS PARENT, AFFILIATE AND SUBSIDIARY ENTITIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS OR WARRANTIES OF MARKETABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO THE SOFTWARE AND SAID OTHER REPRESENTATIONS WARRANTIES AND CONDITIONS ARE HEREBY DISCLAIMED.

8. Any liability of MBC or any of its parent, affiliate and subsidiary entities and their respective officers, directors and employees (hereinafter "MBC and its affiliates") will be limited to Software replacement. In no event shall MBC and its affiliates be liable for any incidental, indirect, special or consequential damages (including without limitation, loss of profits, business interruption, loss or inaccuracy of information or the cost of procurement) arising out of the Software, even if MBC and its affiliates have been apprised of the possibility thereof. In no event shall the liability of MBC and its affiliates under this Agreement, whether in tort, contract or otherwise, exceed the payments actually made by Licensee to MBC under this Agreement.

9. For the duration of this Agreement and while Licensee remains current in payment of applicable fees as required in Paragraph 6 hereof, MBC will maintain the Software to operate as specified in this Agreement, supply updated user guides and any improvements or modifications to the Software which are not charged for as options and which are made generally available to all of MBC's licenses.

10. Licensee hereby acknowledges and agrees that it shall not by virtue of this Agreement or otherwise have title to the Software and documentation with respect thereto, said Software shall not be assigned, sub-leased, sub-licensed, rented, offered for sale, sold or disposed of by Licensee in any manner whatsoever or otherwise be given access to unauthorized third parties.

11. The terms and conditions stated herein shall constitute the complete and entire statement of the terms hereof and shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives. No statement in writing subsequent to the date hereof purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in writing signed by a duly representatives of Licensee and issued by MBC.

12. No waiver of any breach of any provision of this Agreement shall constitute a waiver of a prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative. In the event that any provision of this Agreement shall be declared by a court to be void or unenforceable, the validity of any other provision and of the entire Agreement shall not be affected thereby.

13. This Agreement is not intended, nor will it be deemed or construed, to create or confer any rights, including, by way of example, but not limitation, third party beneficiary rights, to any person or entity other than Licensee and MBC.

14. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. MBC and Licensee irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

_____	**MERCEDES-BENZ CANADA INC.**
(print Customer name)	
By: _____	By: _____
_____	_____
(print name & title)	(print name & title)
_____	_____
(date)	(date)